

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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RAMARAO NAIDU,  
Plaintiff,

v.

PNC BANK, NATIONAL  
ASSOCIATION,  
Defendant.

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Civil Action No. 23-CV-3179

**ORDER**

**AND NOW**, this 3<sup>rd</sup> day of April, 2024, upon consideration of Defendant's Motion to Dismiss Plaintiff's Complaint (Doc. No. 6), Plaintiff's Response (Doc. No. 7), and Defendant's Reply (Doc. No. 10), it is hereby **ORDERED** that the Motion is **GRANTED IN PART** and **DENIED IN PART** as follows:

1. Defendant's Motion to Dismiss the breach of express contract claim is **DENIED**;
2. Defendant's Motion to Dismiss the breach of implied contract claim is **GRANTED**;
3. Defendant's Motion to Dismiss the common law negligence claim is **GRANTED**;
4. Defendant's Motion to Dismiss the common law conversion claim is **GRANTED**;
5. Defendant's Motion to Dismiss the statutory conversion claim is **DENIED**; and
6. Defendant's request for a more definite statement is **DENIED**.

**BY THE COURT:**

*/s/ Mitchell S. Goldberg*

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**MITCHELL S. GOLDBERG,**

**J.**